

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

LAURA HOLMAN,

*

Plaintiff

*

v.

*

Civil Action No.: 1:21-cv-00112-CCB

GREYHOUND LINES, INC., *et al.*,

*

Defendants

*

* * * * *

**DEFENDANT, GREYHOUND LINES, INC.’S OPPOSITION TO DEFENDANT, JUST ON
TIME FREIGHT SYSTEM, INC.’S MOTION TO PRECLUDE OR IN THE
ALTERNATIVE SET ASIDE SETTLEMENT and
GREYHOUND’S MOTION TO DISMISS CROSS-CLAIM**

Defendant, Greyhound Lines, Inc. (“Greyhound”), by and through its counsel, Andrew T. Stephenson, Scarlett M. Corso and Franklin & Prokopik, P.C., and pursuant to Fed. R. Civ. Pro. 12(b)(6), 13, 408 and Local Rule 105.8, hereby files this Opposition to Defendant, Just On Time Freight System, Inc.’s Motion to Preclude or In the Alternative Set Aside Settlement (“Motion to Preclude”) and Greyhound’s Motion to Dismiss Cross-Claim, and in support thereof, states as follows:

1. This matter stems from a motor vehicle accident that occurred on or about May 23 2019, on Interstate 95 in Cecil County, Maryland involving a bus owned by Greyhound, upon which Plaintiff, Laura Holman (“Plaintiff”) was a passenger, and a tractor-trailer, owned by Defendant, Just On Time Freight System, Inc. (“JOT”) (the “Occurrence”). *See, generally*, Complaint.

2. On March 19, 2021, JOT filed a Cross-Claim against Greyhound asserting “equitable” indemnification and demanding contribution from Greyhound “as a joint tortfeasor” “for

a pro-rata sum of any settlement or judgment, pursuant to applicable provisions of the Maryland Uniform Contribution Among Joint- Tortfeasors Act.” See ECF No. No. 24, at ¶¶7, 10-11.

3. On March 29, 2022, Plaintiff and Greyhound entered into a *pro rata* settlement agreement whereby Greyhound stipulated it was one, active joint tort-feasor and Plaintiff stipulated that any remaining claim against JOT would be reduced to the extent of the *pro rata* share of Greyhound pursuant to Maryland Code Ann., Cts. & Jud. Proc. §3-1401 et seq.

4. Because the *pro rata* settlement agreement between Plaintiff and Greyhound was properly entered into in accordance with Maryland Code Ann., Cts. & Jud. Proc. §3-1401 et seq., JOT’s Cross-Claim against Greyhound fails to state a claim upon which relief can be granted as its claim for contribution is extinguished by the settlement and its claim for implied indemnity against Greyhound fails as a matter of law.

5. Moreover, JOT does not have standing, as a non-settling party, to preclude or set aside Plaintiff’s settlement with Greyhound, given that the settlement comports with Maryland law and causes no prejudice JOT with respect to the claims it has asserted against Greyhound.

6. Greyhound is therefore entitled to a dismissal of JOT’s Motion to Preclude and a dismissal of JOT’s Cross-Claim for reasons and on the grounds as are set forth more fully in the supporting Memorandum of Points and Authorities, filed contemporaneously herewith.

WHEREFORE, Defendant, Greyhound Lines, Inc., respectfully requests that this Honorable Court deny Defendant, Just On Time Freight System, Inc.’s Motion to Preclude, grant this Motion to Dismiss, dismiss JOT’s Cross-Claim with prejudice, and grant any additional relief as this Court deems just and necessary.

Respectfully Submitted,



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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 20th day of April 2022, a copy of Defendant, Greyhound Lines, Inc.'s Opposition to Defendant, Just On Time Freight System, Inc.'s Motion to Preclude or In the Alternative Set Aside Settlement and Motion to Dismiss Cross-Claim, Proposed Order, and Memorandum of Points and Authorities in support thereof was electronically filed and served via the Court's CM/ECF Systems upon:

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A handwritten signature in cursive script, reading "Scarlett M. Corso". The signature is written in dark ink and is positioned above a horizontal line.

Scarlett M. Corso